

In the United States Court of Federal Claims

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**AURORA MILITARY HOUSING, LLC,
et al., and AETC II PRIVATIZED
HOUSING, LLC, et al.,**

Plaintiffs,

v.

UNITED STATES,

Defendant.

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**Nos. 21-2182C; 22-345C; 22-346C;
22-348C; 22-349C; 22-350C; 22-
351C; 22-352C; 22-353C; 22-354C;
22-355C; 22-356C; 22-357C; 22-
358C; 22-359C; 22-360C; 22-361C;
22-362C; 22-363C
Filed: January 8, 2023**

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ORDER

The court is in receipt of the requested information from the parties which includes the contractual provisions the parties allege is necessary for the court to decide the defendant's motions to dismiss the plaintiffs' claims. The parties disagree as to whether the lease agreements for AETC II Privatized Housing, LLC v. United States, Case No. 22-345C, Hunt Southern Group, LLC v. United States, Case No. 22-348C, and BLB Privatized Housing, LLC v. United States, Case No. 22-349C, contain a definition of the basic allowance for housing (BAH). Plaintiffs indicate that there are contract documents in AETC II Privatized Housing, LLC v. United States, Case No. 22-345C that define BAH for the AETC II Privatized Housing, LLC, Hunt Southern Group, LLC, and BLB Privatized Housing, LLC plaintiffs. Plaintiffs state that "[t]he AETC II Lockbox Agreement defines BAH by citing directly to the BAH statute." According to plaintiffs, section 1.01 of the "AETC II Lockbox Agreement" provides:

"BAH" means, with respect to an active duty service member, the entitlement of such service member of the cost of housing, including utilities and personal property insurance, pursuant to 37 U.S.C. Chapter 7, Section 403. Such amount corresponds to such service member's Pay Grade and dependent status. These values are set annually by the Department of Defense and published on the website www.dtic.mil.

With regard to the documents in the case of Hunt Southern Group, LLC v. United States, Case No. 22-348C, referred to by plaintiffs as "Air Force Southern Group ('AFSG')," plaintiffs indicate that "[t]he AFSG Lockbox Agreement defines BAH by citing directly to the BAH statute." According to plaintiffs, AFSG's Lockbox Agreement § 1.01 provides:

“BAH” means, with respect to an active duty service member, the entitlement of such service member of the cost of housing, including utilities and personal property insurance, pursuant to 37 U.S.C. Chapter 7, Section 403. Such amount corresponds to such service member’s Pay Grade and dependent status. These values are set annually by the Department of Defense and published on the website www.dtic.mil.

With regard to regard to the documents in the case of BLB Privatized Housing, LLC v. United States, Case No. 22-349C, plaintiffs state that “[t]he BLB Lockbox Agreement defines BAH by citing directly to the BAH statute.” According to plaintiffs, section 1.01 of the “BLB’s Lockbox Agreement” provides:

“BAH” means, with respect to an active duty service member, the entitlement of such service member of the cost of housing, including utilities and personal property insurance, pursuant to 37 U.S.C. Chapter 7, Section 403. Such amount corresponds to such service member’s Pay Grade and dependent status. These values are set annually by the Department of Defense and published on the website www.dtic.mil.

Defendant, however, states that

some agreements do not define BAH. The AETC II and Hunt Lease Agreements (including the Operating Agreements and Master Development and Management Agreement MDMA)) do not define BAH. Similarly, the BLB Property Lease and related documents do not define BAH.

Due to the conflicting information in the documents provided by the parties, on or before **Tuesday, January 24, 2023**, the plaintiffs in AETC II Privatized Housing, LLC v. United States, Case No. 22-345C, Hunt Southern Group, LLC v. United States, Case No. 22-348C, and BLB Privatized Housing, LLC v. United States, Case No. 22-349C shall file supplemental briefings to address the difference between the parties’ positions regarding the definitions of BAH. On or before **Tuesday, February 7, 2023**, defendant shall file its response.

IT IS SO ORDERED.

s/Marian Blank Horn
MARIAN BLANK HORN
Judge